



United States Department of State

Washington, D.C. 20522-0611

Dear Prospective Offeror:

Subject: Request for Proposals number: 19M03023 – Q – 0017

Enclosed is a Request for Quotations (RFQ) for ***Legal Services – Property Disposition***. The below Scope of Work details the requirements for this solicitation. If you wish to bid on this RFQ, please submit your quotations on or before **July 25, 2023, by 17:00 pm**.

No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to Battia@state.gov. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

For a quotation to be considered, you must also complete and submit the following:

1. SF-1449 found on <https://www.gsa.gov/reference/forms/solicitationcontractorder-for-commercial-products-and-commercial-services>
2. Hourly Rate Pricing
3. Representations and Certifications
4. Proof of SAM Registration*

*Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Steven S. Glick

Contracting Officer

Enclosure: Scope of work.

Scope of Work (SOW) Legal Services: Property Disposition

Casablanca, Morocco

The United States Government (USG) requires legal services in connection with the disposal of the Consulate Office Building (“COB”) located at 8 BD Moulay Youssef in Casablanca, Morocco.

Property Description:

The property is a two-story office with a basement on a plot of approximately 2,700 square meters. The Property is made up of three adjoining parcels which have title deed references 185/C, 1.581/D and 19.168/C. The intent is to dispose of the property “as is” after the Consulate has completed their move into the New Consulate Compound in Anfa CFC, and full decommissioning of the COB has been completed.

Services:

The services listed below may be requested at any time and not necessarily in the order presented. Bids must account for providing all services during the disposal process, including post-closing actions. Contract administration and requests for deliverables will be handled through the Contracting Officer (“CO”), and Contracting Officer’s Representative (“COR”) or the Assistant Contracting Officer’s Representative (“ACOR”). The selected awardee (i.e., Vendor) will provide the following:

1. Legal Memorandum #1

Within two weeks from receipt of task order, the USG requests a legal summary and flow chart containing detailed information on the steps associated in selling property in host country. This should include the entire process through closing and final registration of the sale, including procedures, expected time frames, all related fees (including shared sale-fees by parties), and expenses in closing property sale/s.

2. Legal Memorandum #2

- a) Provide a detailed description of any requirements that the USG must notify the local government, including specific agencies, of the transfer, and any additional applicable host government approvals or certifications that are required by the local government, before, during and after the property transfer.
- b) Advise when a sale or transfer is legally considered final as well as any post-settlement procedures that may delay relinquishing full ownership rights to the Buyer or Transferee of the property.
- c) Provide an estimate of how long the process typically takes to fully transfer property rights after a contract is ratified.
- d) Confirm that all taxes normally assigned to the seller/transferor (USG) for the transfer will be waived.
- e) Summarize the costs that are usually paid by each party, both as a matter of custom and as a matter of law, in order to determine whether the USG will be entitled to

any exemptions from payment. When customs and the law are in conflict, explain which rule is typically followed.

- f) Research and advise the USG on whether any local currency, VAT and other tax laws will affect the transaction.

3. Title Research / Legal Memorandum #3:

- a) List the properties, including addresses and land registry numbers.
- b) Review any original USG provided documents that conveyed a property interest to the USG originally, and report if there are any limitations on how the property may be disposed of.
- c) Perform a title search for each disposal property. Confirm whether any surveys attached to the title deed conform to the description in the title deed, and that the property is free and clear of any encumbrances, whether or not registered.
- d) Provide a report that details any title discrepancies to the U.S. Embassy/Consulate and OBO immediately once a title search is performed. Include the description of the problem, the path to resolution, and the timeline to resolve.
- e) Explain the procedure to obtain replacement documents in the event that USG provided documents and your research do not affirm that the USG has clear title or an alienable interest in the property, and assist in obtaining those documents.

4. Legal Services: Document Preparation and Review

- a) Assist the U.S. Embassy/Consulate in drafting and applying for waivers of registration, transfer, sales taxes or charges to which the USG is entitled to an exemption under international law and treaty, if requested.
- b) Review the USG standard sales contract (Appendix A) for compliance with local law and custom. Standard USG provisions are to be retained to the maximum extent possible. If any explanations, changes and/or modifications are required, coordinate with the point of contact within the Bureau of Overseas Buildings Operations (OBO) in Washington, DC, and the Office of the Legal Advisor, Buildings and Acquisitions (L/BA). The contract shall provide for conveyance of the property in "as is" condition, without continuing warranty of title, and shall not grant a unilateral right for the Buyer to terminate or otherwise cancel the contract.
- c) Ensure completion of Buyer Information Form (Exhibit B to Sale Contract).
- d) Recommend further modifications/final modification to the sales contract, if necessary, and provide a translation, prepared by a qualified, certified translator, of the final package and presented on a side-by-side layout format.
- e) Review any USG-supplied documents, in addition to the standard sales contract. Provide advice and comment on their acceptability under local law and practices. Propose revisions as needed to ensure that the documents comply with local laws and practices.
- f) Prepare and register all appropriate documents required for formal transfer of title. Coordinate with a reputable Public Notary (if necessary) for the preparation of all final sales documents.
- g) Participate in any necessary meeting/s, and facilitate and meet with the local

government/authorities to process and conclude the property sale/s.

- h) Conduct the closing of the transaction.
- i) Participate in any necessary meeting/s, and facilitate and meet with the local government/authorities to process and conclude the property sale/s.
- j) Prepare and file options, right of first refusal, right of first offer, or similar agreements.
- k) Prepare and file any easements required by USG as part of the sale process.
- l) Provide any and all other legal service/s, that is/are not specifically noted in this Statement of Work, and that is/are necessary to conclude the property sale/s.

5. Pre-sale Certification – Letter of Opinion

The Vendor must search the title and formally provide a written Letter of Opinion, in English, that the verification and the engineer's or land surveyor's report have been compared with the existing title record, and attesting to the certification statement "That the property description in the sale agreement corresponds exactly with the description in valid deeds and prior land surveys in the offices where conveyances, survey plats, and other instruments that affect title are officially recorded".

In their certification memorandum, the Vendor shall confirm through investigation of existing title records and/or field investigation:

- a) There are no discrepancies in measurements of boundaries or land areas;
- b) There are no conditions that might adversely affect the U.S. interest that do not appear in the abstract of title; or
- c) A comparison of the field survey and title search reveals certain exceptions (if these exist) to a clear and unencumbered title that do not appear in the present title record (exceptions to be listed), but that the Vendor, at their expense, has taken or is taking all steps necessary to clear any noted exceptions, and that the proposed legal instrument of conveyance, as drawn by the local land title expert, will, under local law and custom, serve as a document of correction to the erroneous title record;
- d) There are no mortgages, liens, charges, incidents of tenure, encroachments, reserved strips of land blocking access to public thoroughfares, street widening or public improvement projects proposed or pending, or any other encumbrances or defects of any kind recognized by the laws of the country as affecting the title; and,
- e) The United States of America has a perfect, exclusive, and unencumbered title to the property and has a full power to convey.

If Vendor identifies issues relevant to subparagraphs a-c above, a separate memorandum report shall be submitted that describes the nature, duration and steps necessary to correct the discrepancies, variances, and/or encumbrances, if such corrections are recommended.

If the attorney does not deem themselves capable of verifying existing land surveys in order to deliver the Pre-Sale Certifications, they shall be responsible for retaining and compensating whatever additional professional assistance needed to deliver the

Certification. The cost of retaining additional professional assistance, if necessary, shall be included in the attorney's bid.

6. Post-sale Certification – Letter of Opinion

Upon completion of the sale, the Vendor must certify in the form of a written Letter of Opinion, in English, that:

- (a) The deed is in the form approved and uniformly used in the country;
- (b) The deed has been filed, recorded, and registered in accordance with local law, and the United States of America has now transferred the title to the buyer; and
- (c) All steps necessary to ensure transfer of title is without any encumbrances remaining in the name of the United States of America.

Submission Documents:

The following documents must be submitted to the Contracting Officer or Contracting Officer's Representative in order to be considered for this opportunity. The documents include:

- a. Pricing Proposal and Quote;
- b. Brochure or other documentation of the firm indicating its experience and expertise in real estate practices; and,
- c. Resumes for each attorney who will be assigned to the work.

Invoice Requirements:

- a) Vendor must submit firm-fixed-price monthly invoices to the U.S. Embassy/Consulate.
- b) Fixed price are to include all telephone communications and travel expenses necessary in processing and completing this sale/s.
- c) Vendor must submit property sale fee/s in accordance with local government law and regulations during the sale/s transaction.
- d) Vendor must submit one-time-fixed-price for the Notary fee, after the transaction is completed.

United States Government Points of Contact For Submissions:

U.S. Consulate Casablanca Points of Contact:

Contracting Officer (CO):

Steven S. Glick

Contracting Officer

GlickSS@state.gov

Contracting Officer's Representative (COR):

Will be appointed at the time of the award.

Bureau of Overseas Buildings Operations Point of Contact:

Government Technical Monitor (GTM):

Taylor Smith

Realty Specialist

U.S. Department of State

Overseas Buildings Operations

Directorate of Planning and Real Estate

Office of Acquisition and Disposals

Division of Asset Management

+1 202-374-7177

SmithTw3@state.gov

APPENDIX A



SALE AGREEMENT
(U.S. Department of State – USG as Seller)
(2021 Update)

THIS SALE AGREEMENT (herein called the “**Agreement**”) is made and entered into this ____ day of _____, 20__ (herein called the “**Effective Date**”), by and among _____ (herein called “**Buyer**”); and **United States of America** through its **Department of State**, represented by _____, Contracting Officer or other duly authorized representative of the **United States Embassy** located at _____, _____ (herein called “**Seller**”). The words Seller and Buyer as used in this Agreement shall include the plural as well as the singular and masculine as well as feminine, individual as well as entity or organization, and are jointly referred to as the “**Parties**” and each as a “**Party**.”

WITNESSETH:

1. Property. For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, in accordance with all of the terms and conditions of this Agreement, all that certain parcel of improved real estate owned by Seller and described as

☐ street address of _____, OR

☐ legal description: (Lot, Block, Section, City, etc.) _____, OR

☐ set forth as an **Exhibit** attached hereto, together with all Seller’s right in and to the buildings, improvements and fixtures located thereon (herein collectively called the “**Property**”).

2. Purchase Price. The purchase price for the Property (herein called the “**Purchase Price**”) shall be _____ **AND NO/100 U.S. DOLLARS (\$_____)**.

The Purchase Price shall be paid by Buyer to Seller on the Closing Date, subject to the prorations and adjustments herein described, in U.S. Dollars, by one of the following methods selected by Seller: (i) cash; (ii) wire transfer; or (iii) other cash equivalent method acceptable to Seller.

3. Earnest Money. Contemporaneously with Buyer’s execution and delivery of this Agreement, Buyer has delivered to Seller the sum of _____ **AND NO/100 U.S. DOLLARS (\$_____)** (which sum, together with all interest actually earned thereon during the term of this Agreement, is herein called the “**Earnest Money**”). Such Earnest Money shall be delivered by Buyer in the form of a certified, cashier’s or bank check drawn against collected funds, payable to Seller. On the Closing Date, the Earnest Money will be applied as partial payment of the Purchase Price.

4. Closing. The closing of the purchase and sale of the Property (herein called “**Closing**”) shall be held at the offices of Seller or Seller’s attorney at such time and on such date (herein called the “**Closing Date**”), as may be specified by written notice from Buyer to Seller not less than **ten (10) days** prior thereto; **provided, however,** that the Closing Date shall be on or before the date **sixty (60) days [OR other date for closing] after the Effective Date** (herein called the “**Final Closing Date**”) and, if Buyer shall fail to give notice designating the Closing Date, and this Agreement has not been terminated pursuant to any of the provisions contained herein, the Closing Date shall be, and the Closing shall take place at 10:00 A.M. on, the

Final Closing Date, at the offices of Seller or Seller's counsel.

5. Access and Inspection. (a) Between the Effective Date and the Closing Date, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "**Buyer's Designees**") shall have the right to enter the Property for the purposes of inspecting the Property, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; **provided, however**, that (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "**Buyer's Activities**") shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant of the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with any of Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities, and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any of Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies without the prior written consent of Seller.

(b) Buyer acknowledges that Seller may deliver to Buyer certain documents and information in Seller's possession with regard to the Property (hereinafter called the "**Due Diligence Materials**"). The Due Diligence Materials will be provided to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer's informational purposes. Until Closing, Buyer and Buyer's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately re-deliver to Seller all copies of the Due Diligence Materials, whether such copies were actually delivered by Seller or are duplicate copies made by Buyer or Buyer's Designees.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, all with respect to the Purchase Price: (i) all government fees or similar impositions levied or imposed upon or assessed against the Property for the year in which Closing occurs shall be prorated as of the Closing Date; (ii) all utility charges for the Property shall be prorated as of the Closing Date; and (iii) any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this **paragraph**, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Seller.

7. Title. For the purposes of this Agreement, "good and marketable fee simple title" shall mean fee simple ownership free of all claims, liens, taxes and encumbrances other than the Permitted Exceptions,

herein defined. For the purposes of this Agreement, the term “**Permitted Exceptions**” shall mean: (i) current city, state and county fees or similar impositions not yet due and payable; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) zoning or other governmental rules, ordinances or regulations affecting the Property; (iv) all easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record as of the date of Seller’s execution of this Agreement; (v) the state of compliance or non-compliance of the Property with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property; and (vi) any matters set forth on **Exhibit “A-1”** attached hereto.

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) a limited warranty deed or similar document, in recordable form, conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions; and (ii) any other documents that are customarily executed in similar transactions and approved, as to form, by Seller.

(b) To the extent not already delivered and in Seller’s possession, Seller shall deliver to Buyer the following items or materials: (i) copies of all books, records, reports and other information and data pertinent to the continued use, occupancy and operation of the Property; and (ii) the keys to all of the doors and locks on the Property.

(c) Buyer shall pay the Purchase Price, after making the adjustments and prorations provided for in this Agreement, to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Buyer shall pay any transfer tax, fee or similar charge payable on the transfer of the Property, any notary fees, all recording costs and Buyer’s attorneys’ fees. Seller shall pay Seller’s attorneys’ fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

10. Disclaimer of Warranties. Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed. Buyer agrees that, with respect to the property, Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller. Buyer will conduct such inspections and investigations of the Property (including, but not limited to, the physical and environmental condition thereof) and rely upon same and, upon Closing, shall assume the risk that adverse matters, including, but not limited to, any disclaimed matters, may not have been revealed by Buyer’s inspections and investigations. Seller shall sell and convey to Buyer, and Buyer shall accept, the Property “AS IS”, “WHERE IS”, and with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any third party. The terms and conditions of this **paragraph** shall expressly survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price, without regard to any limitations upon survival set forth in this Agreement.

11. Possession at Closing. Seller shall surrender possession of the Property to Buyer on the Closing Date.

12. Remedies. (a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller shall be entitled to either accept and retain the

Earnest Money as liquidated damages for such default or exercise such rights and remedies as may be specifically provided for in this Agreement or as may be provided for or allowed by law or in equity. If Seller elects to accept and retain the Earnest Money as liquidated damages, Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as liquidated damages; **provided, however,** that the foregoing liquidated damages shall not apply to any duty, obligation, liability or responsibility which Buyer may have under the indemnification or reimbursement provisions of this Agreement, as to which Seller shall retain all rights and remedies.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement or if Seller is unable to get approval from the host government for the sale of the Property, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Seller shall have no other liability to Buyer under this Agreement.

13. Risk of Loss, Casualty and Condemnation. In the event of any material damage to any portion of the Property prior to Closing or in the event of the material taking of all or any part of the Property by eminent domain proceedings prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **five (5) days** after the date upon which Seller gives Buyer notice of such damage or taking, in which event the Earnest Money shall be refunded to Buyer promptly upon request. In the event of lesser damage or a lesser taking, Buyer shall have no right to terminate this Agreement by reason of such damage or taking; **provided, however,** that the Purchase Price shall be reduced by Seller's reasonable estimate of the cost or impact of such damage or taking. For the purposes of this paragraph, damage to the Property shall be deemed to be "material" and a taking of the Property shall be deemed to be "material" only if Seller's reasonable estimation of the impact or the loss of such damage or taking exceeds the larger of **\$100,000.00 U.S. Dollars** or **five percent (5%)** of the Purchase Price.

14. Broker and Commission. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker, with the exception of _____ (herein called "**Broker**"). Broker has acted as agent for Seller in this transaction and is to be paid a commission by Seller in accordance with a separate agreement between Seller and Broker.

15. Further Assurances; Survival. The provisions of **paragraphs 5, 6, 10, 17 and 18** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed and the payment of the Purchase Price. Notwithstanding anything to the contrary in this Agreement, the provisions of **paragraphs 5 and 18** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

16. Seller's Governmental Approvals. Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms, in addition to other terms described herein, any one or more of which may be waived in writing by Seller, and only by Seller, in whole or in part, on or as of the Closing Date:

(a) **Approval of Host Government.** Seller shall have obtained all necessary approvals from the host government, including the Ministry of Foreign Affairs or similar governmental body.

(b) **Department of State Approval.** Seller shall have obtained approval from the U.S. Department of State to complete the sale of the Property to Seller.

17. Seller's Symbols, Images, and Personality.

(a) **Sellers Symbols and Images.** Notwithstanding anything to the contrary in this Agreement, all symbols, images, flags, governmental seals, or other representations or descriptions of Seller, including both personality or fixtures, that are located on or adjacent to the Property (collectively herein called "**USG Symbols**") shall remain property of the Seller. Seller shall have the right to remove such USG Symbols before Closing and until the date **thirty (30) days** after Closing. To the extent Seller does not remove such USG Symbols, they shall be deemed to be temporary loan to Buyer. Buyer shall be responsible to notify Seller of the existence of any USG Symbols, keep the USG Symbols in good condition, provide Seller an opportunity to inspect the USG Symbols, and give Seller the right to remove them at the discretion of Seller.

(b) **Seller's Personality.** Other than USG Symbols, any other personality, fixtures or improvements remaining on or adjacent to the Property, shall be deemed transferred to Buyer at Closing and Seller shall have no further responsibility or liability with respect personal, fixtures, or improvements.

(c) **Commemorative Plaque.** Seller shall have the right to install one commemorative plaque or similar stand-alone or attached sign or marker that celebrates Seller's presence in this location and any other facts of historical, cultural, or architectural significance (collectively herein called "**USG Commemorative Plaque**") on the Property, including attached to any building or inserted into the ground. Seller shall bear the cost of the design and installation of the USG Commemorative Plaque. Seller shall have the right to document these rights regarding the USG Commemorative Plaque with an easement or restrictive covenant on the Property, or other similar document to secure such rights in perpetuity, which may be executed and recorded prior to, in conjunction with, or after Closing, and such rights are considered part of the Permitted Exceptions under this Agreement.

18. General Provisions.

(a) **Notices.** Whenever any notice is required under this Agreement, such notice shall be in writing and shall be delivered (i) by mail or courier to the addresses listed herein, with the delivery date being the date deposited in the mail or courier, or (ii) via email to the email addresses listed herein, with the delivery date being the date the email was sent. In addition to requirements herein, **a copy** of any notice, demand, or request, or payment of monies, by Buyer under this Agreement must be also be sent contemporaneously, and translated into English, to the **email addresses listed in the Washington, D.C. Address for Notices** below the signature lines of this Agreement, and if such copy is not delivered via email, then such notice, demand, or request, or payment of monies shall not be deemed effective under this Agreement. Notwithstanding the foregoing, any service of formal legal process upon Seller must be made through the Ministry of Foreign Affairs, or other appropriate governmental entity, in accordance with customary international law.

(b) **Assignment; Parties.** This Agreement may not be assigned by Buyer without the express written approval of Seller and such approval may be withheld for any reason. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective heirs, legal representatives, successors and assigns.

(c) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition

or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(d) **Non-Waiver.** Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach by any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(e) **Time of Essence; Dates.** Time is of the essence in this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, government holiday or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, government holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. For purposes of this Agreement, any reference to "**government holiday or other non-business day**" shall mean any day for which the U.S. Embassy or any Consulate in the country in which the Property is located is considered closed.

(f) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the jurisdiction in which the Property is located.

(g) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

(h) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned in this Agreement. Exhibits attached after execution as contemplated herein shall also be construed to be made a part of this Agreement once attached and in the same manner and with the same effect as if such later attached exhibit were set forth in full and at length every time such exhibit is referred to or otherwise mentioned in this Agreement.

(i) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. In the event of any conflict concerning the text or meaning of this Agreement, the English version or translation shall control.

(j) **Confidentiality.** Buyer acknowledges that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. During the period that this Agreement is in full force and effect and for **five (5) years** following the earlier of its termination or the Closing, Buyer, and its agents, shall not disclose any confidential information to any third parties, except for information that: (i) was already in the public domain; (ii) is under obligation to be disclosed pursuant

to the applicable laws or regulations, or orders of the court or other government authorities; (iii) is disclosed to legal counsels or consultants assisting with the completion of the transaction contemplated by this Agreement, and such counsels or consultants are bound by the confidentiality obligations set forth herein; and (iv) is disclosed at the direction or discretion of Seller because such disclosure is required or customary because Seller is a diplomatic entity. This paragraph shall survive the expiration or termination of this Agreement for any reason.

(k) **Sovereign Immunity.** Nothing in this Agreement shall be interpreted to waive any privilege or immunity to which Seller may be entitled by virtue of any international law, treaty or convention or any domestic law.

(l) **No Lien or Recording.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property. In no event shall this Agreement or any memorandum hereof be recorded by Buyer in any public or property records, and any such recordation or attempted recordation shall constitute a breach of this Agreement by Buyer.

(m) **Language.** If this Agreement is executed in both English and _____, the English version shall control in the event of a dispute concerning the text or any interpretation of this Agreement.

(n) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(o) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(p) **U.S. Dollar-Based Agreement.** All sums of money set forth in this Agreement shall be in U.S. Dollars and all payments shall be made in U.S. Dollars unless otherwise required by law, in which case the amount payable shall be the amount rendered by exchanging the U.S. Dollar sum required at the then available exchange rate.

(q) **Authority.** Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Buyer agrees that a letter from either the Embassy or Consulate, or any Director in the Bureau or Overseas Buildings Operations, authorizing an individual to sign on behalf of Seller, with a reference to approval granted by the Department of State, shall be sufficient proof of authority for the individual to sign this Agreement or such other documents as may be necessary to complete the Closing. Buyer shall provide such proof of authority as is customary in such transactions.

(r) **Signature After Effective Date.** If either Party signs after the Effective Date, all references to the Effective Date shall be deemed to refer to the later of the date of Buyer's or Seller's execution of this Agreement, as indicated below their executions hereon.

(s) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(t) **Administrative Extension.** Notwithstanding any other provision in this Agreement to the contrary, given that Seller is a governmental entity, Seller shall be entitled to an automatic **seven (7) day** extension to provide any notice, perform any task, or meet any delivery date under the Agreement. Seller does not need to give notice or exercise this provision in any manner for it to be effective.

(u) **Guaranty.** If Buyer is a corporation, partnership or other entity, the persons executing this Agreement as representative of Buyer shall be personally liable and responsible for all Buyer representations, covenants and obligations under this Agreement. If requested by Seller, the persons executing for Buyer shall also be required to execute a Personal Guarantee Letter in a form supplied by Seller.

(v) **Information Form.** Buyer shall complete the information form set forth on **Exhibit "B"** hereto. If Buyer is a corporation, partnership or other entity, all of the partners or owners or other individuals with any interest shall be required to complete the information form, unless such corporation, partnership or other entity is publicly traded on a national exchange. All representations made by individuals completing such information forms shall be deemed to be representations by Buyer under this Agreement and any misrepresentations shall be deemed a Buyer default. Buyer acknowledges Seller is the U.S. government and is prohibited from engaging in transactions with certain individuals and entities. In the event Seller determines it cannot engage in this transaction with Buyer, this Agreement shall terminate and the Earnest Money shall be returned to Buyer unless there is a default by Buyer.

IN WITNESS WHEREOF, the parties have executed, or caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

BUYER:

By: _____
Print Name: _____
Title (if applicable): _____

Initial address for notices:

Attention: _____

Telephone Number: () _____

Telecopy Number: () _____

Email Address: _____

SELLER:

By: _____
Print Name: _____
Title (if applicable): _____

Initial address for notices:

Attention: _____

Telephone Number: () _____
Telecopy Number: () _____
Email Address: _____

With a copy to:

U.S. Department of State
Overseas Buildings Operations (SA-6)
Office of Real Estate Acquisitions and Disposals
OBO/PRE/OAD
1701 N. Fort Myer Drive
Arlington VA 22209
Attention: Taylor Smith Realty Specialist
Telephone Number: +1 (202) 374 - 7177
Email Address: SmithTW3@state.gov

Exhibit "B"
(Buyer Information Form)

Buyer Information and Background Check Authorization

Last Name: _____ First: _____ Middle: _____
Legal Identification Number: _____ Driver's License: _____
Date of Birth: _____ Phone #: (_____) _____
Place of Birth: _____
Email: _____

Current Address: _____
City: _____ Country: _____ Zip: _____
Landlord: _____ Phone # (_____) _____
How long? From: _____ To: _____ Current Payment: _____

Previous Address: _____
City: _____ Country: _____ Zip: _____
Landlord: _____ Phone # (_____) _____
How long? From: _____ To: _____ Current Payment: _____

Current Employment: _____
Street Address: _____
City: _____ Country: _____ Zip: _____
Supervisor: _____ Phone # (_____) _____
How long? From: _____ To: _____
Income: _____ per ☐ Week ☐ Month ☐ Year

Have you ever been under investigation by the local government? ☐ Yes ☐ No
If yes, explain _____
Have you ever had international sanctions imposed on you or your businesses? ☐ Yes ☐ No
If yes, explain _____
Have you been convicted of a crime? ☐ Yes ☐ No
If yes, explain _____

I hereby authorize the United States Government to make an independent investigation of my background. I release all entities which provide information pursuant to this authorization, from any and all liabilities, claims or law suits in regards to the information obtained from any and all of the above sources.

Signature: _____ Date: _____

**Buyer Information and Background Check Authorization
(For Corporations/Business Entities)**

Legal Name of Business: _____

Legal Identification Number: _____

Phone Number: _____

Email: _____

Business Address: _____

City: _____ Country: _____ Zip: _____

Date Established: _____ Annual Sales: _____

How long? From: _____ To: _____ Current Payment: _____

Principles/Owners/Guarantor Information # 1

Last Name: _____ First: _____ Middle: _____

Ownership Interest (% or amount or other description): _____

Legal Identification Number: _____ Driver's License: _____

Date of Birth: _____ Phone #: (_____) _____

Place of Birth: _____

Email: _____

Current Address: _____

City: _____ Country: _____ Zip: _____

Landlord: _____ Phone # (_____) _____

How long? From: _____ To: _____ Current Payment: _____

Principles/Owners/Guarantor Information # 2

Last Name: _____ First: _____ Middle: _____

Ownership Interest (% or amount or other description): _____

Legal Identification Number: _____ Driver's License: _____

Date of Birth: _____ Phone #: (_____) _____

Place of Birth: _____

Email: _____

Current Address: _____

City: _____ Country: _____ Zip: _____

Landlord: _____ Phone # (_____) _____

How long? From: _____ To: _____ Current Payment: _____

Principles/Owners/Guarantor Information # 3

Last Name: _____ First: _____ Middle: _____

Ownership Interest (% or amount or other description): _____

Legal Identification Number: _____ Driver's License: _____

Date of Birth: _____ Phone #: (_____) _____

Place of Birth: _____

Email: _____

Current Address: _____

City: _____ Country: _____ Zip: _____

Landlord: _____ Phone # (_____) _____

How long? From: _____ To: _____ Current Payment: _____

Business Financial InformationGross Receipts/Sales (Complete accordingly for **last three (3)** years):

Current Year _____ \$ _____ Last Year _____ \$ _____ Previous Year _____ \$ _____

Identify bank(s) where applicant's/firm's accounts are maintained.

Name of Bank Contact Phone	Bank Address	Account No.	Type of Account
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_____	_____	_____	_____
_____	_____	_____	_____

Has the business ever been under investigation by the local government? ☐ Yes ☐ No

If yes, explain _____

Have you ever had international sanctions imposed on you or your businesses? ☐ Yes ☐ No

If yes, explain _____

Have you been convicted of a crime? ☐ Yes ☐ No

If yes, explain _____

I hereby authorize the United States Government to make an independent investigation of my background. I release all entities which provide information pursuant to this authorization, from any and all liabilities, claims or law suits in regards to the information obtained from any and all of the above sources.

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____